

**REMARKS**

**Rejection of Claims Under 35 U.S.C. 112, Second Paragraph**

In the Official Action, claims 1-25 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite. Claims 1-3, 5-6, 9, 17, 20-22 and 25 were found to be indefinite because each contained the trademark/trade name "electronic original." Claims 1-3, 5-6, 9-10, 13-20, 22-23 and 25 were found to be indefinite because each contained the trademark/trade name "trusted custodial utility (TCU)."

Claims 1-3, 5-6, 9, 17, 20-22 and 25 have now been amended; the claim term "electronic original" has been replaced by the term "authoritative copy." "Authoritative copy" is a well-known term in the relevant field, see enclosed Uniform Commercial Code Sections 7-106 and 9-105, and support for this amendment is found at least at page 6, lines 14-28 of the specification. It is respectfully submitted that this amendment overcomes the rejection of these claims under 35 U.S.C. 112, second paragraph.

Claims 1-3, 5-6, 9-10, 13-20, 22-23 and 25 have now been amended; the claim term "trusted custodial utility (TCU)" has been replaced by the term "trusted third-party repository of information objects." Support for this amendment is found at least at page 4, lines 13-23 of the specification. It is respectfully submitted that this amendment overcomes the rejection of these claims under 35 U.S.C. 112, second paragraph.

**Rejection of Claims Under 35 U.S.C. 103(a)**

Claims 1-2, 5, 22-23 and 25 have been rejected under 35 U.S.C. § 103 as being unpatentable over Graziano et al., U.S. Patent No. 5,191,613, in view of

Takaragi et al., U.S. Patent No. 4,885,777. That rejection acknowledged that (1) "Graziano et al. fails to disclose the [trusted third-party repository of information objects] applying a date-time stamp, digital signature and authentication certificate of the [trusted third-party repository of information objects] to each information object," (Official Action at page 5, final paragraph); and (2) Takaragi et al. teaches a "time-stamp allowing a grace period" (Official Action at page 8, third complete paragraph). The Official Action also pointed out that the rejected claims did not state that, "the date-time stamp is a current time indicator."

Pending independent claims 1, 22, and 25 have now been amended to specify a current date-time stamp. As recognized by the Official Action the date applied to the electronic seal in Takaragi et al. comprises a grace period indicating a future time deadline by which a party can terminate a transaction. Claims 1-3, 5, 22-23, and 25, as amended, recite a date-time stamp applied to the electronic object as a current time indicator. Therefore, these claims, as amended, are patentably distinguished over the teachings of Graziano et al. in view of Takaragi et al., and the withdrawal of the previous rejection under 35 U.S.C. 103(a) is respectfully requested.

Reconsideration of the claims and an early Notice of Allowance are earnestly solicited. If any fees are required in connection with this Amendment, please charge the same to our Deposit Account No. 02-4800.

Respectfully submitted,

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By: \_\_\_\_\_



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## **§ 7-106. Control of Electronic Document of Title.**

(a) A person has control of an electronic document of title if a system employed for evidencing the transfer of interests in the electronic document reliably establishes that person as the person to which the electronic document was issued or transferred.

(b) A system satisfies subsection (a), and a person is deemed to have control of an electronic document of title, if the document is created, stored, and assigned in such a manner that:

- (1) a single authoritative copy of the document exists which is unique, identifiable, and, except as otherwise provided in paragraphs (4), (5), and (6), unalterable;
- (2) the authoritative copy identifies the person asserting control as:
  - (A) the person to which the document was issued; or
  - (B) if the authoritative copy indicates that the document has been transferred, the person to which the document was most recently transferred;
- (3) the authoritative copy is communicated to and maintained by the person asserting control or its designated custodian;
- (4) copies or amendments that add or change an identified assignee of the authoritative copy can be made only with the consent of the person asserting control;
- (5) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy; and
- (6) any amendment of the authoritative copy is readily identifiable as authorized or unauthorized

<http://www.law.cornell.edu/ucc/7/article7.htm#s7-106>



## **§ 9-105. CONTROL OF ELECTRONIC CHATTEL PAPER.**

A secured party has control of electronic chattel paper if the record or records comprising the chattel paper are created, stored, and assigned in such a manner that:

- (1) a single authoritative copy of the record or records exists which is unique, identifiable and, except as otherwise provided in paragraphs (4), (5), and (6), unalterable;
- (2) the authoritative copy identifies the secured party as the assignee of the record or records;
- (3) the authoritative copy is communicated to and maintained by the secured party or its designated custodian;
- (4) copies or revisions that add or change an identified assignee of the authoritative copy can be made only with the participation of the secured party;
- (5) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy; and
- (6) any revision of the authoritative copy is readily identifiable as an authorized or unauthorized revision.

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